

EXHIBIT 1



Aaron Peacock <apecock@peacockfirm.com>

Counter offer? Extension

Randall Garteiser <rgarteiser@ghiplaw.com>
To: Aaron Peacock <apecock@peacockfirm.com>

Sat, Jul 27, 2024 at 11:45 PM

Aaron,

We miscalendared the extension but will get the opposition on file Monday.
We agree in advance to provide your client a week extension if you need it.

Apologies,
Randy

[Quoted text hidden]



Aaron Peacock <apecock@peacockfirm.com>

Counter offer? Extension

Randall Garteiser <rgarteiser@ghiplaw.com>

Tue, Jul 30, 2024 at 11:31 PM

To: Aaron Peacock <apecock@peacockfirm.com>

Cc: Garteiser Honea Patent Asset Management Team <ghpam@ghiplaw.com>

Aaron,

There are facts that I was not aware of based upon the declaration your client has provided. As such, we would like to stipulate to remove the clerk's entry of default.

In the stipulation, we would like to set a date 60 days from the date of the stipulation for your client to file a response.

Please ask your client if this is an acceptable way to move forward. I prefer to chat about this case over the phone so please give me a call at your convenience any afternoon this week.

Be well,
Randy
415.568.0553

On Jun 28, 2024, at 12:29 PM, Aaron Peacock <apecock@peacockfirm.com> wrote:

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Aaron Peacock <apecock@peacockfirm.com>

CDNetworks

Randall Garteiser <rgarteiser@ghiplaw.com>

Mon, Aug 5, 2024 at 2:33 PM

To: Aaron Peacock <apecock@peacockfirm.com>

Cc: Rene Vazquez <rvazquez@ghiplaw.com>, Colin Jensen <cjensen@ghiplaw.com>

Hi Aaron,

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But to follow up on our last communication, a lot of other foreign defendants, including TikTok, ByteDance, Lenovo and most recently Samsung know this. They all agreed to waive service to avoid having to pay the costs/fees incurred by plaintiff under statute, Rule 1 and court's inherent power. Plus, here CDNetworks knows of the lawsuit, discussed resolution in detail with prior DLA Piper counsel before you were its counsel, and has now appeared in the litigation. Point being, CDNetworks is aware of the patent infringement lawsuit, there is no unfair attempt by Plaintiff to get a monetary judgment against an uninformed defendant.

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Please let us know at your earliest convenience CDNetworks's final decision. Apologies for not already getting statement of non-opposition on file for CDNetworks, but we will do so upon hearing from you.

CDNetworks should be aware that the Court may set a CMC in September for about 50-plus cases and CDNetworks could be included in that grouping. That order will set in motion a series of deadlines that Plaintiff **will not agree to stay**. So just wanting to be transparent on what Plaintiff will and will not do to avoid a foreseeable sequence of events that will follow lifting/removing the Clerk's Entry of Default against CDNetworks. Plaintiff may wait to move for alternative service until, if and when Defendant claims it was not properly served, a concession Plaintiff will not agree to notwithstanding our removal of the entry of default. We just want to resolve the dispute on the merits, not a technicality.

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2 attachments



**0008 UNOPPOSED MOTION for Extension of Time to File Answer PLEAD OR OTHERWISE RESPOND AND
WAIVER OF FORE.pdf**
122K



0008-001 Proposed Order.pdf
77K



Aaron Peacock <apeacecock@peacockfirm.com>

CDNetworks

Aaron Peacock <apeacecock@peacockfirm.com>

Mon, Aug 5, 2024 at 6:35 PM

To: Randall Garteiser <rgarteiser@ghiplaw.com>

Cc: Rene Vazquez <rvazquez@ghiplaw.com>, Colin Jensen <cjensen@ghiplaw.com>

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10 Scheduling Conference ORDER.pdf

860K



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0010 SCHEDULING ORDER- SchedulingCase Management Conference set for 9182024 at 01-30 PM before
Distric.pdf
864K



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CDNetworks

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